

STATE OF NORTH DAKOTA  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MEDICAL SERVICES  
600 EAST BOULEVARD AVE, DEPT 325  
BISMARCK ND 58505-0250

## **Request For Proposal (RFP)**

**RFP Title: REAL CHOICE SYSTEMS CHANGE – STRATEGIC PLANNING**

**RFP Number: 325-06-10-019**

**Date of Issue: August 21, 2006**

Purpose of RFP: To solicit proposals from vendors to conduct strategic planning on behalf of the Department of Human Services as required by the Centers for Medicare and Medicaid Services, Real Choice Systems Change.

Offerors are not required to return this form.

Procurement Officer: Maggie D. Anderson, Division of Medical Services

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## **SECTION ONE – INTRODUCTION AND INSTRUCTIONS**

### **1.01 Purpose of the RFP**

The North Dakota Department of Human Services, Division of Medical Services, hereafter known as “purchasing agency” is soliciting proposals from vendors to conduct strategic planning on behalf of the Department of Human Services as required by the Centers for Medicare and Medicaid Services, Real Choice Systems Change Grant. The purposes of the Grant are to design and construct systems infrastructure that will result in the effective and enduring improvements in community long-term support systems.

The Purchasing Agency has applied for a Real Choice Systems Change Grant. Award notification is expected in September 2006.

If the purchasing agency is notified of grant award prior to September 15, 2006, the strategic planning template and instructions will be posted to the Department’s web site and notification will be sent to all vendors who received the RFP notice. A sample Strategic Planning Template is available in pdf file format at [Strategic Plan Template](#).

### **1.02 Contact Person, Telephone, Fax, E-mail**

PROCUREMENT OFFICER: Maggie D. Anderson  
PHONE: 701-328-1603  
FAX: 701-328-1544  
TTY Users call: 1-800-366-6888 (Relay North Dakota)  
E-MAIL: [soandm@nd.gov](mailto:soandm@nd.gov)

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

### **1.03 RFP Schedule**

This schedule of events represents the State’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: August 21, 2006
- Deadline for receipt of questions and objections related to the RFP: August 31, 2006
- Response to questions and objections related to the RFP: September 7, 2006
- Proposals due by: September 15, 2006
- Proposal Evaluation Committee evaluation completed by approximately: September 22, 2006
- State issues Notice of Intent to Award a Contract approximately: September 22, 2006
- State issues contract approximately: September 25, 2006
- Contract start: October 1, 2006

#### **1.04 Return Mailing Address and Deadline for Receipt of Proposals**

Offerors must submit one original and five (5) copies of its proposal in a sealed envelope or package. Offeror must submit an electronic copy of their proposal on a disk or CD.

The cost proposal is to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

ND Department of Human Services  
Division of Medical Services  
Request for Proposal (RFP) – Real Choice Systems Change Grant – Strategic Planning  
RFP Number: 325-06-10-019  
600 East Boulevard Ave Dept 325  
Bismarck, ND 58505-0250

Proposals must be received by the purchasing agency at the location specified no later than 2:00 P.M., Central Time on September 15, 2006. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the Purchasing Agency. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

### **1.05 Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

### **1.06 Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications are considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

### **1.07 Approved Vendor Registration Requirements**

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 918-83.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.html>. Contact the Vendor Registry Office at 701-328-2773 or <mailto:infospo@nd.gov> for assistance.

The successful offeror must register and become approved within 30 calendar days from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

### **1.08 Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all offerors that were sent a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

### **1.09 News Releases**

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

### **1.10 Notice Provided**

Notice of this solicitation has been provided in accordance with N.D.C.C. § 54-44.4-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website: [Department of Human Services: State of North Dakota](#)



## SECTION TWO – BACKGROUND INFORMATION

### 2.01 Background Information

Since fiscal year (FY) 2001, Congress has appropriated over \$245 million for the Real Choice Systems Change (RCSC) Grants for Community Living. In implementing the RCSC program, the Centers for Medicare & Medicaid Services (CMS) has awarded over 297 grants to all 50 states, the District of Columbia (DC), and two territories totaling approximately \$238 million. In FY2006, during the consolidated appropriations process, Congress appropriated an additional \$25 million to fund a new round of RCSC grants.

States and other eligible organizations, in partnership with their disability and aging communities, submitted proposals to design and construct systems infrastructure that will result in effective and enduring improvements in community long-term support systems. The North Dakota Department of Human Services (Purchasing Agency) has submitted an application for the current round of RCSC Grants. (See copy of the [Purchasing Agency's grant application](#)). These system changes are designed to enable children and adults of any age, who have a disability or long-term illness, to:

- Live in the most integrated community setting appropriate to their individual support requirements and preferences;
- Exercise meaningful choices about their living environment, the providers of services they receive, the types of supports they use, and the manner by which services are provided; and
- Obtain quality services in a manner as consistent as possible with their community living preferences and priorities.

The main characteristics of the Systems Transformation Grant can be summarized as follows:

- *Intent:* The System Transformation grants are designed to implement broader changes in states' systems infrastructure to support continued development of quality community based service options.
- *Funding:* Applicants may request up to \$3 million to support development and implementation of a Systems Transformation grant.

- *Grant Types:* With the grant funds, successful applicants are required to address at least three (3) of the six (6) transformation goals CMS has designated as critical to successful systems transformation. These goals are:
  1. Improved Access to Long-Term Support Services: Development of One-Stop System
  2. Increased Choice and Control: Development/Enhancement of Self-Directed Service Delivery System
  3. Comprehensive Quality Management System
  4. Transformation of Information Technology to Support Systems Change
  5. Creation of a System that More Effectively Manages the Funding for Long-term Supports that Promote Community Living Options
  6. Long-Term Supports Coordinated with Affordable and Accessible Housing
  
- *Grant Phases:*
  1. Planning Phase: Successful applicants, upon notification of award, will be granted up to nine (9) months to develop a vision and strategic plan for the component(s) of their long-term care system they have elected to address and the Systems Transformation goals they intend to implement. Upon grant award, CMS will provide a template and instructions for development and submittal of the strategic plan.

Implementation Phase: Once the strategic plan has been approved by CMS, grantees will be permitted access to the remaining grant funds and can begin the implementation phase of the Systems Transformation Grant. Grantees will have up to sixty (60) months from the date of initial grant award to conduct the implementation phase of the grant. Grantees must demonstrate meaningful inclusion of key stakeholders, including consumers and advocacy groups, in both Planning and Implementation phases of the grant.

## 2.02 Budget

The estimated budget for this project will not be disclosed.

## **SECTION THREE – SCOPE OF WORK**

### **3.01 Scope of Work**

The Department of Human Services, Division Medical Services (Purchasing Agency), is soliciting proposals for development of a Strategic Plan and completion of a document summarizing all components of a strategic plan, as required by the Centers for Medicare and Medicaid Services, Real Choice Systems Change Grant ([Strategic Plan Template](#))

The contractor is required to provide the necessary equipment and materials to carry out the Scope of Work.

The Purchasing Agency will participate in the facilitated discussions. The Purchasing Agency will identify the stakeholders for inclusion in the facilitated discussions. The Purchasing Agency and stakeholders will review the draft Strategic Plan and provide feedback to the vendor.

The contractor will be responsible for leading the strategic planning efforts required by the Centers for Medicare and Medicaid Services (CMS,) Real Choice Systems Change Grant. With input and information from the Purchasing Agency, the contractor will convene the necessary stakeholder input meetings, facilitate and document meeting content and outcomes, schedule meetings with the Purchasing Agency, and prepare all documents required for the Strategic Plan.

The contractor will hold weekly meetings (in person or via telephone) with the Purchasing Agency's Real Choice Systems Change Grant Project Manager and Division of Medical Services Director. One day prior to the weekly meeting, the contractor will provide a written status report to the Purchasing Agency. The status report will include activities completed the prior week, activities to be completed in the upcoming week, any potential risks to the schedule and corresponding risk mitigation.

All items in 3.05 Contract Schedule are part of the Scope of Work for this project.

### **3.02 Location of Work**

The Purchasing Agency will not provide workspace for the contractor.

The contractor should include in its price proposal: transportation, lodging, and per diem costs sufficient to pay for one (1) person to make five (5) trip(s) to Bismarck. The contractor will also travel to four (4) Regional Stakeholder Meetings (Minot, Fargo, Grand Forks and Bismarck).

### **3.03 Prior Experience**

No specific minimums have been set for this RFP.

### **3.04 Federal Requirements**

This strategic planning process must be completed in accordance with the requirements set forth in the Centers for Medicare and Medicaid Services, Real Choice Systems Change Grant. Once the purchasing agency is notified of an award, additional guidelines will become available. Please reference Sections 1.01 Purpose of the RFP and 3.01 Scope of Work for details of the proposed work.

### **3.05 Contract Schedule**

This schedule of events represents the Purchasing Agency's best estimate of the contract schedule that will be followed. If a component of this schedule, such as the award date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

- Contract start: October 1, 2006
- Project Plan and Timeline Due: November 1, 2006
- Weekly Status Reports: One (1) day prior to each weekly conference call/meeting
- Contractor submits First Strategic Plan Draft: May 15, 2007
- Review of Draft Strategic Plan by Purchasing Agency: May 16, 2007 through June 5, 2007
- Purchasing Agency provides contractor with comments for revision as needed: June 6, 2007
- Contractor submits Final Strategic Plan to the Purchasing Agency: June 30, 2007
- Informal debriefing: June 30, 2007
- Contract End Date: September 30, 2007. Centers for Medicare and Medicaid Services (CMS) approval of Strategic Plan is required, therefore, if additional contractor work is needed to respond to CMS Directives, the contractor will be responsible for such work, at no additional cost to the purchasing agency.

## **SECTION FOUR – GENERAL CONTRACT INFORMATION**

### **4.01 Contract Terms and Extension Options**

The Purchasing Agency intends to enter into a contract with an effective date beginning October 1, 2006 and ending September 30, 2007. The Purchasing Agency reserves the right to extend the contract period for an additional period of time, not to exceed three (3) months, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

### **4.02 Standard Contract Provisions**

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment A). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

### **4.03 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **4.04 Additional Terms and Conditions**

The Purchasing Agency reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **4.05 Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Purchasing Agency's rights under any contract resulting from the RFP will be

considered null and void. The Purchasing Agency is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) If the Purchasing Agency's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

#### **4.06 Contract Approval**

This RFP does not, by itself, obligate the Purchasing Agency. The Purchasing Agency cannot proceed with a contract unless funding is received from the Centers from Medicare and Medicaid Services (CMS) Real Choice Systems Change Grant. Award notification from CMS is expected in September 2006. The Purchasing Agency's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

#### **4.07 Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the Purchasing Agency will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required Purchasing Agency approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

#### **4.08 Taxes and Taxpayer Identification**

The contractor must provide a valid Vendor Tax Identification Number as a provision of the

contract.

The Purchasing Agency is not responsible for and will not pay local, state, or federal taxes. The Purchasing Agency sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at <http://www.nd.gov/tax/> for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

#### **4.09 Proposed Payment Procedures**

The Purchasing Agency will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the project manager has approved the progress report and invoice.

#### **4.10 Contract Personnel**

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the Purchasing Agency may be grounds for the Purchasing Agency to terminate the contract.

#### **4.11 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the Purchasing Agency. The Purchasing Agency may employ all

reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the Purchasing Agency to terminate the contract. In this event, the Purchasing Agency may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

#### **4.12 Termination for Default**

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the Purchasing Agency's right to termination under the contract provisions of the Service Contract, attached.

#### **4.13 Informal Debriefing**

When the contract is completed, an informal debriefing will be held. The scope of the debriefing will be limited to the work performed by the contractor. The debriefing will be held in Bismarck on a date and time negotiated between the purchasing agency and contractor.



## **SECTION FIVE – EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

### **5.01 Understanding of the Project**

Five Percent (5%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- a. Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b. How well has the offeror identified pertinent issues and potential problems related to the project?
- c. Has the offeror demonstrated an understanding of the deliverables the State expects it to provide?
- d. Has the offeror demonstrated an understanding of the State's time schedule and can meet it?
- e. Is the proposal submitted responsive to all material requirements in the RFP?

### **5.02 Methodology Used for the Project**

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- a. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- b. Does the methodology match and achieve the objectives set out in the proposal?
- c. Does the methodology interface with the time schedule in the proposal?

- d. Does the methodology have provisions for quality assurance?

### **5.03 Management Plan for the Project**

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- a. How well does the management plan support all of the project requirements in the RFP?
- b. How well is accountability completely and clearly defined?
- c. Is the organization of the project team clear?
- d. How well does the management plan illustrate the lines of authority and communication?
- e. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- f. Does it appear that offeror can meet the schedule set out in the RFP?
- g. Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

### **5.04 Experience and Qualifications**

Fifteen Percent (15%) of the total possible points will be assigned to this criterion.

If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums. Proposals will be evaluated against the questions set out below:

#### **Questions regarding the personnel.**

- a. Do the individuals assigned to the project have experience on similar projects?

- b. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?
- c. How extensive is the applicable education and experience of the personnel designated to work on the project?

#### **Questions regarding the firm.**

- a. Has the firm demonstrated experience in completing similar projects delivered on time and within budget?
- b. How successful is the general history of the firm regarding timely and successful completion of projects?
- c. Has the firm provided letters of reference from previous clients?
- d. If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

#### **5.05 Contract Cost**

Forty Percent (40%) of the total possible evaluation points will be assigned to cost. Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Total points for Cost Available} = \text{Awarded Points}$$

## **SECTION SIX – PROPOSAL FORMAT AND CONTENT**

### **6.01 Proposal Format and Content**

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### **6.02 Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the Purchasing Agency should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **6.03 Understanding of the Project**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

### **6.04 Methodology Used for the Project**

Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ. Offerors must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work within the State's project schedule.

## **6.05 Management Plan for the Project**

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the Purchasing Agency 's project schedule. Offerors must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component of the RFP, and indicate where the work will be performed.

## **6.06 Experience and Qualifications**

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) Title;
- (b) Resume;
- (c) Description of the type of work the individual will perform; and
- (d) The number of estimated hours for each individual named above.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide three (3) reference names and phone numbers for similar projects the offeror's firm has completed. The Purchasing Agency reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

## **6.07 Cost Proposal**

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any

applicable customs, brokerage agency fees, and duties.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

#### **6.08 Required Enclosures**

Offerors must provide all documents, samples, or other information specifically required in this RFP.

## **SECTION SEVEN – STANDARD PROPOSAL INFORMATION**

### **7.01 Authorized Signature**

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

### **7.02 Purchasing Agency Not Responsible for Preparation Costs**

The Purchasing Agency will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **7.03 Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The Purchasing Agency reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The Purchasing Agency's determination regarding any questions of conflict of interest is final.

### **7.04 Offeror's Certification**

By signature on the proposal, an offeror certifies that it complies with:

- a. The laws of the State of North Dakota;
- b. North Dakota Administrative Code;
- c. All applicable local, state, and federal laws, code, and regulations;
- d. The applicable portion of the Federal Civil Rights Act of 1964;
- e. The Equal Employment Opportunity Act and the regulations issued by the federal government;
- f. The Americans with Disabilities Act of 1990 and the regulations issued by

the federal government;

- g. All terms, conditions, and requirements set forth in this RFP;
- h. A condition that the proposal submitted was independently arrived at, without collusion;
- i. A condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j. A condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

#### **7.05 Offer Held firm**

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

#### **7.06 Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

#### **7.07 Alternate Proposals**

Offerors may submit only (1) proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will



be rejected.

## **7.08 Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the Purchasing Agency 's request:

- a. Complete name of the subcontractor;
- b. Complete address of the subcontractor;
- c. Type of work the subcontractor will be performing;
- d. Percentage of work the subcontractor will be providing;
- e. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and

An offeror's failure to provide this information, within the time set, may cause the Purchasing Agency to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Purchasing Agency's procurement officer or project manager designated by the Purchasing Agency.

## **7.09 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

Any joint venture agreement must confirm compliance with section 7.04 Offeror's Certification.

## **7.10 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws**

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

## **7.11 Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

## **7.12 Right of Rejection**

The Purchasing Agency reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be non-responsive, and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- Do not affect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are insignificant, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision.

The Purchasing Agency reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The Purchasing Agency also reserves the right to refrain from making an award if it determines it to be in its best interest.

### **7.13 Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **7.14 Discussions and Best and Final Offers**

The Purchasing Agency may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific

sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

## **7.15 Preference Laws**

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A “resident” North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this Purchasing Agency for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website:

[http://www.oregon.gov/DAS/SSD/SPO/reciprocal\\_detail.shtml](http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml) or contact the North Dakota State Procurement Office at 701-328-2683.

## **7.16 Contract Negotiation**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Purchasing Agency may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held by telephone, electronic mail, or at:

North Dakota Department of Human Services  
600 East Boulevard Ave Dept 325  
Bismarck, ND 58505-0250

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

### **7.17 Notice of Intent to Award – Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the Purchasing Agency sign the contract.

### **7.18 Protest and Appeal**

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven (7) calendar days after the date the Notice of Intent to Award was issued.

## SECTION EIGHT - ATTACHMENTS

### 8.01 Attachments

#### Attachment A – Sample Contract Template

CONTRACT #

#### PURCHASE OF SERVICE AGREEMENT

WHEREAS, the State of North Dakota, acting through its North Dakota Department of Human Services, Medical Services Division (State), has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, [VENDOR NAME AND ADDRESS] (Vendor) proposes to provide those services;

NOW, THEREFORE, the State and Vendor enter into the following:

#### I. TERM OF THE AGREEMENT

The term of this agreement shall be from the \_\_\_\_ day of \_\_\_\_ 200\_\_ through the \_\_\_\_ day of \_\_\_\_ 200\_\_. However, this agreement may be terminated with or without cause by either party giving the other party thirty (30) days prior written notice.

#### II. SCOPE OF SERVICE

The Vendor agrees to provide

#### III. COMPENSATION

The State, upon written request of the Vendor, agrees to pay the Vendor \$\_\_\_\_\_ for completing the scope of service. Total payment under the terms of this agreement shall not exceed \$\_\_\_\_\_. **Final payment requests shall be submitted to the State no later than thirty (30) days after the expiration of this agreement.**

IV. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

The Vendor understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. VENDOR ASSURANCES

This agreement shall be construed according to the laws of the State of North Dakota. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the North Dakota Department of Human Services are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this agreement including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, and the Drug-free Workplace Act of 1988. Questions regarding the provision of services according to these Acts may be directed to Krista L. Andrews, Contract Officer, North Dakota Department of Human Services, Judicial Wing, State Capitol, 600 E. Boulevard, Bismarck, ND 58505 (701-328-2311 or 701-328-3975 TDD).

The Vendor certifies by signing this agreement that neither the Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.

Vendor shall be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by NDCC § 54-44.4-09.

VI. AUTHORITY TO CONTRACT

The Vendor shall not have the authority to contract for or on behalf of or incur obligations on behalf of the State. However, the Vendor may subcontract with qualified Vendors of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Vendor agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Vendor shall perform as an independent entity under this agreement. The Vendor, its employees, agents, or representatives are not employees of the State for all purposes, including but not limited to, the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Vendor's activities and responsibilities under this agreement.

#### VIII. NONPERFORMANCE

Failure by the Vendor to perform the terms of this agreement shall constitute a breach of contract, and shall result in the immediate termination of the agreement. In the event of a termination for breach by the Vendor, the State may retain, as liquidated damages, any payment to be made under this agreement which remains unpaid at the time of the breach, and may also recover from the Vendor, those amounts already paid for individual items of work which are incomplete at the time of the breach.

However, should a breach by the Vendor be caused by circumstances, beyond the control of the Vendor, and no fault of its own, so as to render the agreement impossible of performance by the Vendor, then the agreement shall be terminated. In the event of a breach, by the Vendor, in such circumstances, the State may set off, against any liability or obligations owed to the Vendor, under this agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach, but shall not be entitled to liquidated damages.

The State shall give written notice, to the Vendor, of the termination, which notice shall specify the effective date thereof.

#### IX. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Vendor, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated at the option of the State, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.



## X. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Vendor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Vendor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

## XI. INSURANCE

Vendor shall secure and keep in force during the term of this agreement and Vendor shall require all subcontractors, prior to commencement of an agreement between Vendor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Vendor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
  - a) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
  - b) A provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
  - c) A provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
  - d) A provision that Vendor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the state and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Vendor's insurance and shall not contribute with it;
  - e) Cross liability/severability of interest for all policies and endorsements;
- 6) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 7) The Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All

endorsements shall be provided as soon as practicable.

- 8) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

## XII. ACCESS TO BOOKS AND RECORDS

The State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit, examination, or making excerpts and transcripts. This documentation shall be available for a period of three (3) years from the date of submission of the final expenditures report.

## XIII. NOTICE

Any notice required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

## XIV. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Vendor and the State. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

## XV. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

## XVI. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVII. ASSIGNMENT

Neither Party shall assign this agreement and rights without the written approval of the other Party. Such approval shall not be unreasonably withheld. This agreement shall be equally binding on the respective Parties, their successors and assigns.

XVIII. CONFIDENTIAL INFORMATION

The Vendor agrees not to use or disclose any information it receives from the State under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the State. The State agrees not to disclose any information it receives from the Vendor which the Vendor has previously identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the State and the Vendor to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

XIX. OWNERSHIP OF WORK PRODUCT

All work product, equipment or materials created or purchased under this agreement belong to the State and must be delivered to State at State's request upon termination of this agreement. Vendor agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to the State all rights and interests Vendor may have in the materials it prepares under this agreement, including any right to derivative use of the material. Vendor shall execute all necessary documents to enable the State to protect its rights under this section. Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the State.

XX. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in Section XVIII, the State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records which are obtained or generated by the Vendor under this agreement, except for records that are confidential under Section XVIII, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Vendor agrees to contact the State immediately upon receiving a request for information under the open records law and to

comply with the State's instructions on how to respond to the request.

XXI. ATTORNEY FEES

In the event a lawsuit is instituted by the State to obtain performance due of any kind under this agreement, and the State is the prevailing party, Vendor shall, except when prohibited by N.D.C.C. § 28-26-04, pay the State's reasonable attorney fees and costs in connection with the lawsuit.

XXII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The State does not waive any right to a jury trial.

[VENDOR]

By \_\_\_\_\_ DATE

Its \_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
Vendor's Federal Identification Number

STATE OF NORTH DAKOTA  
NORTH DAKOTA DEPARTMENT OF  
HUMAN SERVICES

By \_\_\_\_\_ DATE  
CAROL K. OLSON  
EXECUTIVE DIRECTOR

By \_\_\_\_\_ DATE  
BRENDA M. WEISZ  
INTERIM CONTRACT OFFICER

## **Attachment B – Sample Strategic Planning Template Link**

To view the [Strategic Plan Template](#), please click the link provided.